

Memorandum



Date: June 5, 2007

Agenda Item No. 10(B)(1)(C)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

Subject: Resolution Authorizing Approval of A Grant from the John S. and James L. Knight Foundation

Recommendation

It is recommended that the Board approve a grant from the John S. and James L. Knight Foundation's 2007 Knight Community Partners Program in the amount of \$125,000 for the period of April 1, 2007 through September 30, 2007 in support of the Miami-Dade County Department of Cultural Affairs' Culture Shock Miami - "Shock Waves" initiative.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The source of funding for this grant is from the John S. and James L. Knight Foundation's 2007 Knight Community Partners Program. The Department of Cultural Affairs, which administers Culture Shock Miami, will provide more than the required \$1:\$1 match for the grant through its FY2006-2007 Departmental Proprietary revenues. Accordingly, the grant will be matched with \$233,600 in administrative and programmatic expenses funded through the County's FY2006-2007 budget for the Department.

Track Record/Monitor

The Department of Cultural Affairs has an excellent track record for the administration of Culture Shock Miami during the program's three-year existence. Michael Spring, Director of the Miami-Dade County Department of Cultural Affairs, is responsible for monitoring the contract on behalf of the Department.

Background

The Department's Culture Shock Miami program was initiated in FY2004 with a \$150,000 grant from the John S. and James L. Knight Foundation. Culture Shock Miami provides \$5 tickets for high school and college students, ages 13-22, to attend Miami-Dade County's high quality, year-round arts and cultural events.

This latest grant award (#2007-0035) from the John S. and James L. Knight Foundation is to introduce "Shock Waves", a marketing-based initiative designed to increase students' participation in Culture Shock Miami. Phase 1 of "Shock Waves" includes engaging a firm to design and conduct market research of the Culture Shock Miami target audience. Subsequent components of "Shock Waves" include incorporating the findings of the market research into future marketing, promotion and advertising efforts to increase participation in and utilization of Culture Shock Miami as a ticket source for cultural programs.

A handwritten signature in black ink, appearing to read "L. H. S.", written over the printed name of the Assistant County Manager.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 10(B)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(B)(1)(C)
6-5-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPROVAL OF A
GRANT IN THE AMOUNT OF \$125,000 FROM THE
JOHN S. AND JAMES L. KNIGHT FOUNDATION'S
2007 KNIGHT COMMUNITY PARTNERS PROGRAM
AND AUTHORIZING THE COUNTY MAYOR OR HIS
DESIGNEE TO EXERCISE CANCELLATION
PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the
accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this
Board approves the County Mayor or his designee to receive and expend grant funds for
the period of April 1, 2007 through September 30, 2007 in the amount of \$125,000 from
the John S. and James L. Knight Foundation's 2007 Knight Community Partners Program
in support of the Miami-Dade County Department of Cultural Affairs' Culture Shock
Miami - "Shock Waves" initiative, in substantially the form of the grant award letter
attached hereto and made a part hereof; and authorizes the County Mayor or his designee
to execute same for and on behalf of Miami-Dade County; and to exercise cancellation
provisions contained therein.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto

Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Stephen Stieglitz

 John S. and James L.
Knight Foundation

ALBERTO IBARGÜEN
President and CEO

March 12, 2007

Mr. Michael Spring
Director
Miami-Dade County Department of Cultural Affairs
111 NW First Street
Suite 625
Miami, FL 33128

Dear Mr. Spring:

The Trustees of the John S. and James L. Knight Foundation have approved a \$125,000 grant to Miami-Dade County Department of Cultural Affairs. Congratulations.

The grant is to be used to encourage diverse, young audiences in Miami to attend arts and cultural events by learning how to reach them with messages about performances and discounted tickets.

The terms and conditions of this grant are contained in the attached grant agreement. Grant payment according to the terms outlined will be released within 60 days of Knight Foundation receiving the signed agreement. A self-addressed envelope to return the signed agreement is enclosed for your convenience.

Before you take steps to publicize this grant, we request that you start by reviewing our communications preferences at www.knightfdn.org/downloads. Or, ask for it via email to web@knightfdn.org, and we'll send it as an email attachment.

This grant is tangible recognition of your services to Miami, a Knight community. Thank you.

Sincerely,

AI:sp
Enclosures

C: Stefanie Posteraro, Program Assistant

Wachovia Financial Center Suite 3300 200 South Biscayne Boulevard Miami, Florida 33131-2349
(305) 908-2601 Fax: (305) 908-2699 ibarguen@knightfdn.org www.knightfdn.org

**JOHN S. AND JAMES L. KNIGHT FOUNDATION
GRANT AGREEMENT**

Grantee: Miami-Dade County Department of Cultural Affairs

Grant number: 2007-0035

Approval date: March 7, 2007

Grant Amount: \$125,000 over 1 year

Terms: May 1, 2007 to April 30, 2008

Purpose: To encourage diverse, young audiences in Miami to attend arts and cultural events by learning how to reach them with messages about performances and discounted tickets.

Grant Activities: Culture Shock Miami will implement a marketing analysis called "Shock Waves" in three phases over a period of 15 months. The first phase is the subject of this grant. Its plan of work is as follows:

- Culture Shock staff along with a selection panel consisting of at least one representative from Knight will select a marketing firm to do preliminary research and draft a comprehensive marketing plan to reach the 13-22 age range.
- Based on the market research and subsequent plan, Culture Shock will begin testing the comprehensive marketing campaign.
- Independent of the marketing firm, Culture Shock staff will form two Culture Shock Councils. The Councils are focus groups of college and high-school students who will participate in implementing the entire marketing campaign by providing feedback to the firm and Culture Shock staff on how to reach their peers.
- As part of the first progress report, Culture Shock will provide Knight with research results from phase one along with a budget and marketing plan for Phase Two.

Knight Foundation will review the outcomes of Phase One before making any decision to proceed further. Later phases envisioned include implementation of the marketing plan and publication of findings, to be shared among all non-profits interested in reaching the 13 to 22 age demographic.

Anticipated Outcomes: It is Knight Foundation's understanding that the following description accurately represents your organization's expectations for the outcomes of the funded project. It also is Knight Foundation's understanding that your organization agrees that the results described below are appropriate and achievable and represent the terms against which your organization will judge the success of the project.

Culture Shock Miami will complete phase one of Shock Waves, which may build into a long-term marketing campaign. Shock Waves long-term goal is to double discounted ticket sales with an eye toward nurturing a young audience base for Miami's current and future arts venues. Ultimately, lessons learned from Shock Waves will serve as a prototype for future non-profit marketing efforts geared at reaching the 13 to 22 age demographic.

Knight Foundation Grant Agreement

Grant # 2007-0089

Page 2

Evaluation: Culture Shock will provide a progress report containing the research outcomes, marketing plan and project budget to Knight. At the end of phase one the Culture Shock Councils will be selected and established.

Culture Shock's ultimate goal is to sell more than 4,290 tickets to students in Miami (double their usual volume). Also, Culture Shock will publish its market research, which will be called "Shock Raves," for the benefit of other arts organizations.

Any additional internal and/or external evaluation reports relating to this grant should be submitted to Knight Foundation.

Communications: To date, Culture Shock Miami has implemented in-house marketing campaigns using basic tools like a weekly e-newsletter and distribution of postcards, posters, buttons and stickers to maintain awareness of the program. This year, Culture Shock Miami implemented a 13-day paid and non-paid radio marketing campaign. This entire grant is to further their communications efforts.

Conditions:

1. Changes to any specific line item in the enclosed budget greater than \$5,000 or 5% should be approved in writing by Knight Foundation prior to making the change.
2. The Grantee will use the funds for the purposes approved by the Foundation described in this Agreement and understand that any alternative use of funds must be authorized in advance in writing by Knight Foundation.
3. Any significant changes in project and/or organizational leadership should be reported to Knight Foundation within 30 days of the change.

Reports and payments:

1. The full grant payment will be mailed within 60 days of Knight Foundation receiving this signed grant agreement.
2. A final report along with market research findings is due October 31, 2007. Future funding for Shock Waves' marketing initiative will be contingent on this final report.
3. All completed reports should be sent to the Knight Foundation program director for Miami.
4. These reports shall include both financial and program information in formats that the Foundation requires. They shall include a narrative account of what was accomplished by the grant, including a description of progress made toward achieving the goals of the grant and assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The narrative and financial report forms are enclosed with this agreement. Please contact your Program Director to obtain electronic versions of these documents.
5. Organizations that complete internal audits by an independent auditing firm should submit a copy of the audit results within 90 days of completion of the report during the time period listed in the terms above.

Knight Foundation Grant Agreement

Grant # 2007-0089

Page 3

6. Grantee also shall provide the Foundation, upon request, with all information relating to the results, findings or methods, and/or publications developed under the grant. The Foundation may withhold any future payments of the grant if it has not received all reports required to be submitted by Grantee and if such reports do not meet the Foundation's reporting requirements. Any reports may be disseminated by the Foundation without the prior written consent of the Grantee.

Intellectual Property: Grantee and the Foundation agree that all copyright and other interests in materials produced as a result of this grant shall be owned by the Grantee organization. To ensure the widest possible distribution of such materials and ensure that they enter and remain in the public domain, the Grantee organization and any individuals who may have some interest hereby grant to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use or publish the materials or other work products arising out of or resulting from Grantee's use of the grant funds and any earnings thereon, including all intellectual property rights, and to sublicense to third parties the rights described here. Grantee, at Foundation's request, agrees to execute any additional documents required to effect such license.

Tax-Exempt Status: Grantee will keep its tax-exempt status as a recognized Section 501(c)(3) and Section 509(a) organization current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the use of funds from private foundations to the Grantee organization. This includes but is not limited to the prohibition against activities described in Section 4945(d) of the IRS Code and limiting the use of the grant funds to the appropriate taxable purposes as described in IRS Code section 170(c)(2)(b).

Books and Records: Grantee shall maintain an accurate record of the grant received and all expenses incurred under this grant, and retain such books and records for at least four years after completion of the use of this grant. Furthermore, at the request of the Foundation, Grantee shall permit reasonable access to its files, records and personnel by the Foundation (or its designated representatives) for the purpose of making financial audits, evaluations or verifications, program evaluations, or other verifications concerning this grant as the Foundation deems necessary. The fees and expenses of such designated representative, solely at the request of the Foundation shall be paid by Knight Foundation.

Management and Investment of Grant Funds, Earnings and Appreciation: Grantee shall invest and reinvest any funds disbursed under the grant that are not expended for the purposes of this grant including all earnings and appreciation thereof, in one or more specially designated accounts in a bank which is a member of the FDIC or investment firm which is a member of the SIPC in accordance with Grantee's governing documents and investment policies which do not conflict with this Agreement, with the laws of the State of Florida, and with Federal laws. Each account holding funds provided under the grant, and all realized earnings thereon, shall be fully insured by the FDIC to the extent permitted by law, if the funds are deposited in a bank, or by the SIPC, if the funds are invested with an investment firm. Grantee may not assess an administrative or financial management fee of any kind, or charge expenses of any kind for the costs of administering and using funds disbursed to Grantee under the Grant, unless agreed to in writing and in advance by Donor.

Knight Foundation Grant Agreement

Grant # 2007-0089

Page 4

Unexpended Funds: The Foundation reserves the right, in its sole discretion, to discontinue funding if it is not satisfied with the progress of the grant or the content of any required written report. In the event of discontinuation or at the close of the grant, any unexpended funds shall immediately be returned to the Foundation, except where the Foundation has agreed in writing to an alternative use of the unused funds.

No-cost extension: If needed, Grantee should submit a request for a no-cost extension to the program officer before the end of the grant period. The request should contain the reason for the extension, any unexpended funds identified and how the funds will be used, and the length of time requested for the extension.

Royalties: Any materials produced by this grant and earnings thereon shall not provide royalties or otherwise inure to the personal benefit of individuals connected with this grant. Any funds realized by Grantee or any sub-grantee from product sales must be used exclusively for this project.

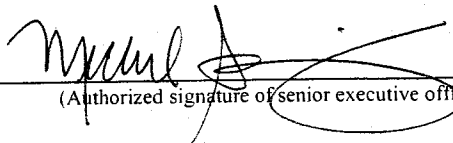
No guarantee of future funding: The Grantee acknowledges that the receipt of this grant does not imply a commitment on behalf of Knight Foundation to continue funding beyond the terms listed in this grant agreement.

If you agree to the terms and conditions of this grant agreement, please sign and return this document to Knight Foundation. A self-addressed envelope is enclosed for your convenience. Please keep a copy of the signed document for your grant files.

Grant payment according to the terms above will be released within 60 days of receiving this signed agreement.

Name: MICHAEL SPRING
(Type or print name and title of person signing the acknowledgment)

Title: DIRECTOR

Signed:  Date: 04/16/2007
(Authorized signature of senior executive officer)

All future correspondence regarding this grant should refer to grant #2007-0035.

Please sign and return this document to:

Grants Administration
John S. and James L. Knight Foundation
Wachovia Financial Center, Suite 3300
200 South Biscayne Blvd.
Miami, FL 33131-2349

Knight Foundation Proposal

Name of Organization: **MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**

Year: **FY 2006-2007 (3RD & 4TH QTR.)**

- * Include expenses for **THIS PROJECT ONLY** on this page.
- * Not all the entries below may apply to your organization. Leave those items blank that do not apply.
- * For multi-year expenses, please submit budgets for each year.
- * No depreciation expense for items purchased as part of this grant should be included
- * Cells have been formatted for commas and columns will total at the bottom of the page. Shaded columns contain formulas and should not be edited.

Project Expenses	Knight Foundation Share	All non-Knight Funds	Total	Knight Foundation %
1. Program salaries and wages (specify):				
2 Project Administrators (100%)		73,000	73,000	0%
			-	
			-	
2. Administrative salaries and wages (specify):				
Director (10%)		10,900	10,900	100%
Deputy Director (10%)		7,300	7,300	0%
Chief of Education (10%)		4,500	4,500	0%
3. Consultant/Contract services (specify):				
Market Research Firm	50,000		50,000	100%
			-	
			-	
4. Other salaries and wages (specify):				
			-	
			-	
			-	
5. Employee benefits		25,100	25,100	0%
6. Administrative expenses			-	
7. Travel / Workshop		10,000	10,000	0%
8. Supplies and materials		2,800	2,800	0%
9. Rent			-	
10. Utilities			-	
11. Insurance			-	
12. Legal fees			-	
13. Accounting fees			-	
14. Other professional fees (specify):			-	
			-	
15. Taxes			-	
16. Printing and publications / Desing & Web Dev.	20,000		20,000	100%
17. Postage and shipping		10,000	10,000	0%
18. Marketing	55,000	85,000	140,000	39%
19. Fund raising			-	
20. Capital expenses		5,000	5,000	0%
21. Overhead/indirect (specify):			-	
			-	
			-	
22. Depreciation			-	
23. Other (specify):			-	
			-	
Total Expenses	\$ 125,000	\$ 233,600	\$ 358,600	35%

Knight Foundation Proposal

Name of Organization: **MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS**

Year: **FY 2006-2007 (3RD & 4TH QTR.)**

- * Include revenues for **THIS PROJECT ONLY** on this page.
- * Not all the entries below may apply to your organization. Leave those items blank that do not apply.
- * For multi-year revenue, please submit budgets for each year.
- * Cells have been formatted for commas and columns will total at the bottom of the page. Shaded columns contain formulas and should not be edited.

Project Revenues	Knight Foundation Share	All non-Knight Funds	Total	Knight Foundation %
Contributed Income				
1. Individual contributions			-	
2. Corporate contributions			-	
3. Foundation grants KNIGHT FOUNDATION	125,000		125,000	100%
4. Federal government support			-	
5. State government support			-	
6. Local government support DEPT. OF CULT. AFF.		233,600	233,600	0%
7. Parent organization support			-	
8. Special events			-	
9. In-kind contributions			-	
10. Other (specify):			-	
			-	
			-	
			-	
Earned Income				
11. Fees for services			-	
12. Admissions			-	
13. Memberships			-	
14. Publications and royalties			-	
15. Contracted services			-	
16. Rentals			-	
17. Other (specify):			-	
			-	
			-	
			-	
Other Income				
18. Investment			-	
19. Interest			-	
20. Other (specify)			-	
			-	
			-	
			-	
Total Revenues	\$ 125,000	\$ 233,600	\$ 358,600	35%